UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

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In re:

Keith Wade Bass Amber Denise Bass Debtor(s)	 Case No. 11-46218 Chapter 13 Confirmation: Courtroom: 7 South 	
FIRST AMENDED CHAPTER 13 PLAN PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)		
	months, then \$ per month a per month a per month for months.	for
	gh, then \$ per month in the payment due in, 20	for
In addition, Debtor shall pay to the Tollowing:	Trustee, and the plan base shall be increased b	y the
debtor may retain a portion of a tax re authority for the same period as the re lesser of the sum of two monthly plan p for necessities. (2) Fifty percent of any	received during the plan to the Trustee; however efund to pay income taxes owed to any taxing efund. Debtor may also retain from such refunds payments or \$600 from such tax refunds, each ye y employee bonus or other distribution paid or of the plan. (3) Additional lump sum(s) consists the Trustee.	the ear,
A minimum of 26,059.20 will be amount or 100%)	paid to non-priority unsecured creditors. (D	Oollar
following fashion. Unless stated of	tall be paid in the following order and in otherwise, the Chapter 13 Trustee will make sements by the Trustee to be made pro-rate ents described below:	the
	rustee a percent of all disbursements as allowed rt enters an order providing for filing fees to be p	paid

2. <u>Executory Contract/Lease Arrearages</u>. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME TOTAL AMOUNT DUE CURE PERIOD

- 3. Pay sub-paragraphs concurrently:
 - (A) <u>Post-petition real property lease payments.</u> Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME MONTHLY PAYMENT BY DEBTOR/TRUSTEE

- (B) <u>Post-petition personal property lease payments</u>. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

 CREDITOR NAME MONTHLY PAYMENT EST MONTHS REMAINING
- (C) Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence) Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph _____ below.

 CREDITOR NAME MONTHLY PAYMENT
 - (D) <u>Post-petition mortgage payments on Debtor's residence.</u> Payments due postfiling on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to: CREDITOR NAME MONTHLY PAYMENT BY DEBTOR/TRUSTEE Bank of America 920. By Debtor
 - (E) **DSO Claims in equal installments.** Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME TOTAL AMOUNT DUE INTEREST RATE

- 4. <u>Attorney Fees</u>. Pay Debtor's attorney \$1000.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]
- 5. Pay sub-paragraphs concurrently:
 - (A) <u>Pre-petition arrears on secured claims paid in paragraph 3</u>. Pay arrearage on debt secured by liens on real property in equal monthly installments over the period and with the interest rate identified below, estimated as follows:

CREDITOR NAME TOTAL AMOUNT DUE CURE PERIOD INTEREST RATE

Bank of America 2,800. 48 months 0.00%

(B) <u>Secured claims to be paid in full.</u> The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.93% interest.

CREDITOR EST BALANCE DUE REPAY PERIOD TOTAL w/ INTEREST

Car Credit City 8,000. 60 months 9,264.00

(C) <u>Secured claims subject to modification.</u> Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **5.93%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR BALANCE DUE FMV REPAY PERIOD TOTAL w/ INTEREST

(D) <u>Co-debtor guaranteed debt paid in equal monthly installments</u>. The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR EST BALANCE TRUSTEE/CO-DEBTOR PERIOD INTEREST RATE

- 6. Pay **\$2,200.00** of debtor's attorney's fees and any additional attorney fees allowed by the Court.
- 7. Pay sub-paragraphs concurrently:
 - (A) <u>Unsecured Co-debtor guaranteed claims</u>. The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME EST TOTAL DUE TRUSTEE/CO-DEBTOR INTEREST RATE

(B) <u>Assigned DSO Claims</u>. Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR TOTAL DUE TOTAL AMOUNT PAID BY TRUSTEE

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME TOTAL AMOUNT DUE

IRS \$\$3,461 MO Dept. of Revenue \$41.00

9. Pay the following sub-paragraphs concurrently:

- (A) <u>General Unsecured Claims</u>. Pay non-priority, unsecured creditors. Estimated total owed: \$66,905.21. Estimated amount available \$26,059.20. Estimated repayment in Chapter 7:\$ 0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$26,059.20.
- (B) <u>Surrender of Collateral</u>. Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR COLLATERAL

(C) <u>Rejected Executory Contracts/Leases.</u> Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR CONTRACT/LEASE

10. Other:

- 11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.
- 12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.
- 13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.
- 14. Any post-petition claims filed and allowed under 11 U.S.C. Section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.

DATE: June 26, 2011 June 26, 2011 DEBTOR:/s/ Keith Wade Bass
DEBTOR:/s/ Amber Denise Bass

Respectfully Submitted, GOLDBERG LAW FIRM, LLC

/S/ Nathan H Goldberg
Attorney at Law
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314-771-1903 fax
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Certificate of Service

The undersigned hereby certifies that a copy of the foregoing document was mailed, first-class postage prepaid, and/or by the court's ECF system this 26th Day of March, 2011 to:

Missouri Department of Revenue 301 West High St., Rm 330 Jefferson City, MO 65101

John V. LaBarge, Jr. Chapter 13 Trustee PO Box 430908 St Louis, MO 63143 Overland Park, KS 66211

Ace Cash Express Corporate Office 1231 Greenway Drive, Suite 600 Irving, TX 75038

Alexandria Vaneck Co., LPA 5660 Southwyck Blvd., #110 Toledo, OH 43614-1597

Alliance One PO Box 2449 Geg Harbor, WA 98335

Arrow Financial c/o Miller & Steeno, PC 11970 Borman Dr,m, Ste, 250 St. Louis, MO 63146

Arrow Financial Services 5996 W Touhy Ave Niles, IL 60714 Arrow Financial Services 5996 W Touhy Ave Niles, IL 60714

Bank of America 450 American St. Simi Valley, CA 93065

Brachfeld Law Group, PC PO Box 421088 Houston, TX 77242-1088

Capital Management Services, LP 726 Exchange Street, Suite 700 Buffalo, NY 14210

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Capital One PO Box 30281 Salt Lake City, UT 84130

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Car Credit City 12750 St. Charles Rock Rd. Bridgeton, MO 63044

Cash Depot 500 N. main Street DeSoto, MO 63020

Centralized Insolvency Operation PO Box 22126 Philadelphia, PA 19114

Chase Card Services PO Box 15298 Wilmington, DE 19850

Check Data PO Box 908 Cape Girardeau, MO 63702 Check Into Cash Customer Service Department PO Box 550 Cleveland, TN 37364-0550

Community Quick Cash 2116 Rock Road DeSoto, MO 63020

Consumer Collections PO Box 908 Cape Girardeau, MO 63702

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Credit Management Charter Communications 4200 International Pkwy Carrollton, TX 75007 C

Credit Protection Asso. 13355 Noel Rd., Ste 2100 Dallas, TX 75240

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Enhanced Recovery Compnay, LLC 10550 Deerwood Park Blvd., Ste 6 Jacksonville FL 32256-2811

First Bank of Delware 1000 Rock Run Parkway Wilmington, DE 19801

Firstsource 7650 Magna Drive Bellville, IL 62223

7

GEMB/ Lowes PO Box 981400 C811 El Paso, TX 79998-1400

Household Credit Services PO Box 98706 Las Vegas, NV 89193-8706

HSBC Bank Stream, IL 60197

IRS Insolvency PO Box 66778 Stop 5344 St. Louis, MO 63166

Jefferson Regional Medical Center PO Box 167 Crystal City, MO 63019

Lighthouse Recovery Associates, LLC 11551 E. Arapahoe Street, Suite 150 Centennial, CO 80112

Lowe's PO Box 530914 Atlanta, GA 30353-0914

LVNV Funding LLC PO Box 10584 Greenville, SC 29603

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Main Street Acquisition Corp. 2677 Paradise Road, unit 30 Las Vegas, NV 89109

Main Street Acquisition Corp. PO Box 2529 Suwanee, GA 30024

MO Dept. of Revenue PO BOX 329 Jefferson City, MO 65107

National Rent to Own

1263 N. Truman Blvd. Festus, MO 63028

NCO Financial Systems 507 Prudential Rd. Horsham, PA 19044

Regent Asset Management Solutions 7290 Samuel Dr., Suite 200 Denver, CO 80221

Resurgent Capital Services 15 S. Main Street, Suite 600 Greenville, SC 29601

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RJM Acquisition 575 Underhill Blvd, Ste 2 Syosset, NY 11791

Rowden Family Medicine 400 B W Leuking Desoto, MO 63020

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Santander Consumer USA PO Box 961245 Fort Worth, TX 76161

Schaffer & Associates 101 S. 5th Street Columbia, MO 65201

Second Round, LP PO Box 41955 Austin, TX 78704-1955

Security Check PO Box 1211 Oxford, MS 38655

Shaffer & Associates 101 s 5th Street, Ste 100 Columbia, MO 65201 Speedy Cash Collection Department 3611 N. Ridge Road Wichita, KS 67205

Synergetic Communication, Inc. 1301 E 3rd Ave., Suite 200 Post Falls, ID 83854-7545

The Bourassa Law Group, LLC PO Box 28039 Las Vegas, NV 89126

UCB Collections 5620 Southwyck Blvd Toledo, OH 43614

UCB Collections 5620 Southwyck Blvd Toledo, OH 43614

Underwood Law Firm, LLC 515 Olive Street, Ste 800 St. Louis, MO 63101

United Collection 5620 Southwyck Blvd Toledo, OH 43614

Wells Fargo Auto PO Box 29704 Phoenix, AZ 85038

Weltman, Weinberg & Reis Co., LPA 323 W. Lakeside Ave., Ste. 200 Cleveland, OH 44113 World Finance Attention: Direct Disputes PO Box 6429 Greenville, SC 29606

Zenith Acquisition 170 Northpointe Parkway, suite 300 Amherst, NY 14228

Zenith Acquistion Corp. 220 John Glenn Drive, #1 Buffalo, NY 14228

> Respectfully Submitted, GOLDBERG LAW FIRM, LLC

/S/ Nathan H Goldberg
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